

**LICENSE AGREEMENT
SMOOTHIE KING CENTER
SMG
POST OFFICE BOX 52439
NEW ORLEANS, LOUISIANA 70152**

THIS AGREEMENT, made this DAY day of DATE , 20 14, between SMG,
hereinafter referred to as **MANAGER**, and CLIENT NAME
as **CLIENT**, whose address is ADDRESS
 CITY, STATE ZIP CODE

WITNESSETH

1. **FOR AND IN CONSIDERATION**, of the sum hereinafter specified, **MANAGER** grants to **CLIENT** the use of the **Smoothie King Center**, hereinafter referred to as **FACILITY**, for (type of program) **EVENT NAME** (the "Event") and for no other purposes whatsoever without consent of **MANAGER** endorsed on this AGREEMENT. Use of licensed space shall be as follows:

Move-in: **DATE: TIMES**

Event: **DATE: TIMES**

Move-out: **Immediately following the Event by 11:59 PM**

2. **RENTAL, DEPOSIT AND LIQUIDATED DAMAGES.** **CLIENT** agrees to pay **MANAGER** as rent for said space:

Rent: \$25,000.00 minimum rent, plus twenty-five percent (25%) of gross ticket sales after the deduction of applicable taxes, with total rent not to exceed \$70,000.00. Rent is inclusive of all front-of-house expenses, such as ticket takers, ushers, normal security and janitorial, as further described in Paragraph 7, for a three (3) hour show. If for any reason the duration of the Event exceeds that which was agreed upon herein, additional rent will be charged at \$3,000.00 per one-half-hour or fraction thereof.

CLIENT to pay for all cost, risk and expense of rigging the Event, which includes all sound equipment, lighting, production equipment, stagehands, and other such costs necessary to stage the show. The FACILITY rigging grid has a load bearing capacity of 120,000 pounds. Any rigging in excess of this capacity must be reviewed in advance with MANAGER'S Director of Operations. This review may include an analysis by the MANAGER'S contracted structural engineer, the cost of which will be charged to CLIENT.

CLIENT will be responsible for costs of advertising, ASCAP/BMI, any artist rider expenses and catering. CLIENT will be responsible for extra security (i.e. security at barricades, bag checks, magnetometers, wand and/or extra floor security).

CLIENT agrees to pay a non-refundable rental deposit in the amount of \$AMOUNT which shall be paid upon execution of this AGREEMENT on or before DATE. CLIENT also agrees to pay additional deposits to MANAGER, immediately upon written notice, for such sums as are necessary to cover those additional costs which MANAGER would incur on behalf of CLIENT in relation to the Event. CLIENT'S failure to pay such deposits at the time stipulated by MANAGER will render this AGREEMENT null and void. In such case, CLIENT shall forfeit all claims to any prior deposits paid to MANAGER for the Event and shall release MANAGER from any and all losses, financial or otherwise, resulting from the cancellation of this AGREEMENT. MANAGER agrees that demand for additional deposits will not be made more than thirty (30) days prior to opening day of the Event.

In the event of any cancellation by the CLIENT, regardless of notice given, MANAGER shall be reimbursed for any and all expenditures undertaken by MANAGER on CLIENT'S behalf.

EVENT NAME – DATE

Initials:
 CLIENT SMG

If the FACILITY is rented for a fixed sum, any balance of such fixed sum which may be due shall be paid at settlement, immediately following the Event, and when rented on a percentage basis, the balance due, if any, shall be paid at settlement immediately following the Event. If for any reason such rental is not paid aforesaid, it is agreed that box office receipts in the possession of the MANAGER may be applied to the payment of such rental and CLIENT waives all rights to that portion of the box office receipts necessary to pay such rental.

MANAGER’S Privilege and Right to Withhold Funds:

CLIENT hereby confers upon MANAGER a first and paramount lien, pledge and privilege on all box office receipts collected from any and all box office locations for any sums due it under this AGREEMENT and shall have the right to retain so much of same as shall be necessary to discharge CLIENT'S obligations to MANAGER hereunder. CLIENT hereby further authorizes MANAGER to withhold from any other funds, that may be due CLIENT, such sums as may be due MANAGER pursuant to this AGREEMENT, including without limitation, any amount for damages for which CLIENT may be liable to MANAGER.

3. INDEMNIFICATION AND INSURANCE REQUIREMENTS.

Indemnification: CLIENT shall indemnify, defend, and hold harmless SMG, the Louisiana Stadium and Exposition District and the State of Louisiana, and their respective officers, directors, partners, members, agents, employees and independent contractors (“Indemnities”) from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable costs of investigation and attorneys’ fees) (collectively, the “Losses”) arising from or in any way related to CLIENT’S use of the premises of the FACILITY that are caused in whole or part by the negligent (whether simple or gross) acts, errors or omissions or willful misconduct of CLIENT or its officers, directors, agents, employees, subcontractors, vendors, ticketholders or other invitees. Losses include, but are not limited to, those on account of bodily injury, including death, and property damage, whether sustained by the Indemnities, CLIENT and its officers, directors, partners, members, agents, subcontractors, invitees, vendors, employees and independent contractors, or any third party, and expressly include losses on account of tort, product liability, premises liability, breach of contract, claims under any statute, claims in equity and claims made under any other legal theory.

Insurance: CLIENT must maintain throughout the term of this AGREEMENT insurance policies including the following insurance coverages in connection with the CLIENT’S use of the FACILITY:

- (1) Workers’ compensation (including employers’ liability) insurance meeting State of Louisiana statutory requirements for Part I and with employers’ liability limits not less than \$500,000 per accident, \$500,000 disease per employee and \$500,000 disease policy limit covering employees in Louisiana in connection with the CLIENT’S use of the FACILITY.
- (2) Business automobile liability, collision and comprehensive insurance coverage for business use of vehicles operated by CLIENT, its employees, partners, officers, directors, agents, independent contractors or other authorized users in connection with the CLIENT’S use of the FACILITY with limits of not less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability.
- (3) Commercial general liability coverage including premises and operations, broad form property damage, independent contractors, and contractual liability coverages, with limits of not less than \$3,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability and \$3,000,000 annual aggregate. This policy must include a contractual liability endorsement insuring CLIENT’S performance of its indemnification obligations under this AGREEMENT

- **Policy Requirements and Endorsements.** All policies required under Sections (2) and (3) must: (i) provide occurrence-based, not claims-made, coverage; (ii) name the Indemnities as additional insureds; (iii) be endorsed to be primary and noncontributory as to all insurance carried by the Indemnities and contain a waiver of subrogation in favor of the Indemnities and (iv) include retentions or deductibles not greater than \$10,000.
- **Insurer Requirements.** All insurance policies required to be maintained by CLIENT under this AGREEMENT must be issued by insurance companies reasonably acceptable to MANAGER with the financial rating of at least A-Class VI status, as rated in the most recent edition of Best’s Insurance Reports.

- **Certificates.** At least thirty (30) days before CLIENT’S use or occupancy of the FACILITY, CLIENT must deliver to MANAGER copies of certificates of the insurance reflecting coverages not less than those required to be maintained under this AGREEMENT and all endorsements relating to the Indemnities.
- **Subcontractors.** CLIENT shall include all its subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates evidencing insurance provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. MANAGER reserves the right to request copies of subcontractor’s insurance certificates at any time. Nothing in this subsection shall relieve the CLIENT of liability for subcontractor acts or omissions in accordance with this AGREEMENT.

4. TICKET SALES. MANAGER shall at all times maintain control and direction of the ticket office, ticket personnel, and ticket sales revenue until settlement. CLIENT is aware of the exclusive nature of the contract between MANAGER and Ticketmaster for the sale and distribution of all tickets, and CLIENT agrees to pay MANAGER all applicable box office charges at the prevailing rate. MANAGER shall charge and retain a **\$2.00 facility fee** on all tickets sold through the Box Office, Ticketmaster phone room, internet and outlets. A \$5.00 surcharge will be added to all tickets sold in the Arena Club area (Sections 101, 102, 111, 112, 113, 114, 123 and 124) and the Loge Boxes that have not been reserved by their respective rights holders during the designated pre-sale periods. MANAGER shall retain in full the Arena Club area and Loge Box surcharge revenues. MANAGER reserves the right to all proceeds from the sale of box suite tickets and revenue from said sales is not to be included in box office settlement. All seating will be reserved. No general admission seating.

CLIENT agrees that any restrictive camera, video or audio policies shall be so noted on the face of the Event ticket.

MANAGER shall report Event data, including box office receipts and attendance, to trade publications (i.e. Pollstar, Billboard, Venues Today) unless CLIENT provides written documentation from the Artist requesting otherwise.

5. COMPLIMENTARY TICKETS. CLIENT will provide MANAGER with zero (0) complimentary tickets to the Event.

6. UTILITIES. Rent includes the on-site electric lights, heat and/or air conditioning and equipment customarily provided by MANAGER and determined necessary by MANAGER for the presentation of the attraction. MANAGER shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of MANAGER, including but not limited to acts of God, accidents, repairs or strikes. Such failure shall not constitute an eviction nor shall MANAGER be liable, under any circumstances, for loss of or injury to property, however occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities provided by this paragraph, or for any interruption to CLIENT’S business, however occurring.

7. STAFFING, EQUIPMENT AND SETUP. In addition to utilities and those costs included in rent as outlined in Paragraph 2, the following show expenses are included in the rental fee: (1) equipment and setup of facilities as customarily provided by MANAGER (Note: Equipment will be provided only to the extent of existing available inventory on the Event date and in consideration of other tenants), and (2) security, janitorial, first aid, firemen, doormen, ticket takers, ticket sellers, ushers, porters and house craftsmen personnel of which MANAGER will be the sole provider.

Any services that are required by CLIENT that are not part of the scope of this AGREEMENT shall be subcontracted by CLIENT, or if provided by MANAGER, billed at rates quoted in MANAGER’S published rate schedule. However, MANAGER shall have final say as to the minimum number of security and janitorial personnel required.

Rent does not include stagehands, electricians, carpenters, or decorators during and after the Event and/or other similar personnel that may be required in addition to those described herein. CLIENT shall be responsible for payment of any overtime expenses that are incurred that are not part of the normal show expenses. If CLIENT elects to use confetti during this Event, there will be a \$1,000.00 clean-up charge for additional staffing.

8. SMG COMPLEX AND COOPERATION WITH OTHER USERS. The “SMG Complex” is comprised of the Mercedes-Benz Superdome, Smoothie King Center, Champions Square and club XLIV/Encore. CLIENT understands that MANAGER will make available, for use by others, such portions, areas and facilities that are not subject to the AGREEMENT. CLIENT agrees to cooperate in good faith with the management and personnel of the FACILITY and with those persons using other portions and areas of the

FACILITY, especially during periods of ingress and egress, in order to make mutual use of the facilities harmonious and agreeable.

9. PHOTOGRAPHS. CLIENT may photograph the Event and have unrestricted use of such photographs. MANAGER may photograph the Event and use such photographs to promote the FACILITY to prospective clients, provided that such photographs do not include any of CLIENT’S or its sponsors names or logos.

10. MOTION PICTURES, RADIO AND TELEVISION. CLIENT shall have the right to negotiate and enter into agreements for granting of motion picture, radio or television or recording rights in connection with the staging of any performance under the terms of this AGREEMENT, provided that any and all revenue from said motion picture, radio, television, recording, or other rights so granted shall be included in the gross receipts for such performance in the same manner as the receipts from ticket sales, and MANAGER shall be entitled to the same percentage thereof. CLIENT agrees to negotiate with MANAGER for any filming, recording, broadcasting, and/or other similar rights for this Event.

11. SPONSORSHIP RIGHTS DURING EVENT. MANAGER retains the exclusive rights to sell fixed advertising panel, LED messages, message boards and all other concourse, interior or exterior arena signage. CLIENT shall have the right to sell sponsorships that are directly related to its Event, which include certain elements such as, temporary banner signage in the inner bowl and arena concourse. LED and message board displays and temporary signage associated with Event sponsorships shall not conflict with any of the existing FACILITY sponsors, which are outlined in **Exhibit A**. LED and message board displays and temporary signage requests must be made by CLIENT in writing at least thirty (30) days prior to the Event and such requests shall describe in detail the message content, location and nature of the advertising or sponsorship.

Exclusivity, within certain product categories, has been granted by the FACILITY. These category exclusivities are subject to change at any time. MANAGER will notify CLIENT in writing, immediately upon its receipt of notice, any changes in said exclusivities. If a conflict in sponsors arises, these exclusives will not be waived during the Event except (1) in the event of a conflict with an artist’s tour sponsor in which case MANAGER shall use best efforts to resolve any conflicts or (2) in the event of a conflict with a CLIENT sponsor that has been committed to after consulting with MANAGER and before the receipt of notice from MANAGER in changes to the exclusivities. Permanent advertising shall be lit and electronic messages, including promotion of future FACILITY events, shall be displayed during spectator walk-in, and spectator walkout. In addition, signage may not be covered or digitally altered for in-arena viewing or broadcast purposes.

12. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS. CLIENT and its agents, guests and employees will observe and comply with all laws, ordinances, and regulations adopted or established by the United States, the State of Louisiana, the City of New Orleans, and Orleans Parish; and with all rules and regulations as provided by the FACILITY and the Louisiana Stadium and Exposition District, and with all rules and regulations of the City of New Orleans, Departments of Health, Safety and Permits. CLIENT will obtain at its own expense, all licenses, permits and union and trade organization clearances required by any public body or by contract for use by CLIENT of the licensed premises and/or for the exhibition, playing, showing, or their presentation of any visual or sound compositions, productions, pyrotechnic display or fireworks.

With respect to any Event at the FACILITY, CLIENT shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the “Works”), and to the protection of the intellectual property rights associated with such Works. The fees payable by CLIENT under this AGREEMENT do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and CLIENT agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. CLIENT specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. CLIENT agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. CLIENT further agrees hereby to provide to MANAGER any such compliance evidence as may be requested by MANAGER in advance of or after any such Event. CLIENT agrees that the obtaining and maintaining of such evidence by CLIENT is a material condition of this AGREEMENT. CLIENT agrees to indemnify, defend, protect and hold harmless MANAGER and all other Indemnities (as that term is defined in this AGREEMENT) of and from all and all manner of losses arising in any way from the use by CLIENT of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other

laws of the United States. The foregoing indemnity shall apply regardless of the means of publication, display, or performance by CLIENT, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this AGREEMENT.

13. PERFORMANCE APPROVAL. MANAGER retains approval rights of performance, exhibition or entertainment to be offered under this AGREEMENT and CLIENT agrees that no such activity or part thereof shall be given if MANAGER files written objections on the grounds of character offensive to public morals, failure to uphold Event advertising claims or violation of Event content restrictions agreed to by both parties at the time of completion of this AGREEMENT. In the event of such occurrence, CLIENT shall forfeit all rights under this AGREEMENT and shall have no legal recourse against MANAGER for any damages or for the return of any rental deposits.

14. CONCESSIONS AND PARKING. MANAGER reserves all rights not specifically granted to CLIENT under the terms hereof, including but not limited to, all parking rights and privileges, the sale of all concession items, programs and novelties, and all rights to set up and operate any and all concessions. CLIENT shall not sell or give away any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of MANAGER. CLIENT is aware of the exclusive nature of the contract between the State of Louisiana and the in-house caterer and merchandiser for the sale and distribution of all food, beverage and merchandise (including T-shirts and programs) on the FACILITY property, and CLIENT agrees to negotiate with the caterer and/or merchandiser accordingly. CLIENT may contract with a caterer of their choice for food and beverage service in the non-public (backstage) areas of the FACILITY.

CLIENT shall be entitled to retain **seventy percent (70%)** and MANAGER entitled to **thirty percent (30%)** of the gross proceeds from merchandise, with the exception of CD's and DVD's, which the split will be **ninety percent (90%)** to CLIENT and **ten percent (10%)** to MANAGER.

15. ADVERTISING. CLIENT agrees that advertising and promotion of the Event will be truthful and accurate. MANAGER may, at its sole discretion, require a disclosure in CLIENT'S advertising which states (1) the content of the Event may not be suitable for children, and/or (2) the Event may contain offensive material, and/or (3) the Event may contain explicit sexual content, violence or vulgar language.

CLIENT shall use FACILITY'S logo in all advertising controlled by or done on behalf of CLIENT relating to the Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. In connection with CLIENT'S use of the FACILITY logo as permitted in this AGREEMENT, CLIENT shall use only the form of the FACILITY logo as provided by MANAGER to CLIENT.

CLIENT agrees that any restrictive camera, video or audio policies shall be so noted in all advertising controlled or done on behalf of CLIENT.

16. SIGNS AND DECORATIONS. CLIENT will neither post nor erect any decorations, signs, advertisements or posters of any kind or description on the premises of the FACILITY and/or other properties of MANAGER unless specific, prior approval has been obtained from MANAGER.

17. COPYRIGHTS, TRADEMARKS, TRADE NAMES AND PATENTS. CLIENT assumes all responsibility for and shall indemnify and save and hold harmless MANAGER against any trademark, trade name, copyright, or patent infringements that may occur by the use of any trademarked, trade named, copyrighted, or patented material in connection with CLIENT'S use of the licensed premises or promotion or advertisement thereof.

18. BUILDING OR EQUIPMENT DEFACEMENT OR DAMAGE. CLIENT agrees neither to damage, mar nor in any manner deface FACILITY equipment and shall neither cause nor permit anything to be done whereby the said premises or equipment shall be in any manner injured, damaged, marred or defaced, nor shall CLIENT drive or permit to be driven any nails, hooks, tacks or screws in any part of said building or equipment, nor shall CLIENT make or allow to be made any alternation of any kind therein without express permission of MANAGER. Damage to building or equipment shall be the sole liability of CLIENT who agrees unequivocally to reimburse MANAGER for the cost of repairing damage to the building or equipment.

If the licensed premises or any portion of the FACILITY shall be damaged by the act, omission, default or negligence of CLIENT or CLIENT'S agents, subcontractors, employees, patrons, invitees, guests, or any

person admitted to said premises by CLIENT, CLIENT will pay to MANAGER, upon demand, in cash, a sum equal to the cost of repairing and restoring the premises to their condition as of the commencement of this AGREEMENT, or CLIENT will, at the option of and with the approval of MANAGER, make or cause to be made such restoration and repairs at it own expense.

19. LOSS OF USE OF BUILDING. Should the space covered by this AGREEMENT or any part hereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or exercise of the police power or other unforeseen occurrence shall render the fulfillment of this AGREEMENT by MANAGER impracticable, MANAGER shall not in any case be liable or responsible to CLIENT for any damage or loss caused thereby. If because of an emergency such as, but not limited to, an air raid, air raid warning, curfew, riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, MANAGER shall not be liable or responsible to CLIENT for any loss or damage caused thereby. In the event that the herein mentioned situations occur, CLIENT will only be entitled to the return of any rental deposit paid and any additional rental due shall be waived.

20. INTERMISSION. If it is determined that the Event will have an intermission, the duration of such intermission shall not exceed fifteen (15) minutes and MANAGER will be notified of the time of said intermission.

21. DEFAULT BY CLIENT. In the event CLIENT should default in the performance of any of the covenants contained in this AGREEMENT, or in the event CLIENT should dissolve, cease doing business as a going concern, or become insolvent or bankrupt, MANAGER shall have the option to terminate this AGREEMENT and all of CLIENT'S rights hereunder, and in the event of such termination, CLIENT shall be obligated to pay to MANAGER, on demand, any damages sustained by MANAGER by reason of CLIENT'S actions or inactions, and the resulting termination of the AGREEMENT, whether arising because of MANAGER'S inability to relet the premises or otherwise.

22. CANCELLATION BY MANAGER. The FACILITY is licensed only for the purpose stated in Paragraph 1 of this AGREEMENT. Any misrepresentation by CLIENT or other person in obtaining this AGREEMENT shall be sufficient grounds for immediate cancellation of this AGREEMENT by MANAGER without liability of MANAGER, without obligation of MANAGER to refund any deposit paid by CLIENT, and without loss of any right of MANAGER against CLIENT.

In the event of such misrepresentation or violation of any other provisions of this AGREEMENT, MANAGER, its agents or employees shall further have the right to refuse to allow CLIENT to take possession of the premises, or if CLIENT is already in possession, to cause the ceasing of all CLIENT'S activities and the ouster of CLIENT from the premises.

23. RESPONSIBILITY FOR PERSONAL PROPERTY. MANAGER shall not be responsible for any loss or damage to personal property placed in or about the FACILITY belonging to CLIENT, its servants, agents, subcontractors, guests, patrons and invitees, and CLIENT shall hold MANAGER harmless from all claims arising out of loss or damage to such personal property. CLIENT shall remove from the premises immediately upon the termination of this AGREEMENT, all property belonging to CLIENT and all property brought into or unto the premises by CLIENT or by persons associated with CLIENT in its use and occupancy of the aforesaid premises. If CLIENT fails to remove all such property, MANAGER shall have the right to cause the removal and storage of any such property at CLIENT'S sole risk, cost and/or expense, but nothing herein shall in any way constitute MANAGER as a bailee of any such properties whether owned by CLIENT or by any other person.

24. ASSIGNMENT AND SUBLETTING. This AGREEMENT shall not be assigned nor shall the licensed premises be sublet without the prior written consent of MANAGER.

25. WAIVERS. Waiver of one or more terms or conditions of this AGREEMENT shall not be deemed a modification or waiver of any other provisions of this AGREEMENT. No waiver shall be effective or binding upon MANAGER unless it is in writing, duly executed by MANAGER and CLIENT, as an amendment to this AGREEMENT.

26. TAX RETURNS. CLIENT shall be solely responsible for filing any and all federal, state and local tax returns and payment of all taxes due. MANAGER reserves the right to prepare and file with any governmental agency any admission tax return required and to pay said taxes from funds to be deducted and retained from the sale of admission tickets, but MANAGER shall have no obligation to file any tax returns or pay any taxes due by CLIENT.

27. ATTORNEY FEES. In case suit or action is instituted by MANAGER to enforce compliance with this AGREEMENT, MANAGER shall be entitled to recover reasonable attorney fees from CLIENT in addition to the costs and disbursements provided by statute.

28. CONTROL OF FACILITY. MANAGER reserves the right to control the management and/or operation of said FACILITY and to enforce all necessary and proper rules for the management and operation of same. MANAGER reserves for its manager and employees the right to enter any part of said FACILITY any time and on any occasion. Any matters not herein expressly provided for shall be decided by the judgment of MANAGER through the General Manager of the FACILITY or his designee, and such decision shall be binding upon CLIENT.

29. APPLICABLE LAW. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Louisiana.

30. ENTIRE AGREEMENT. CLIENT and MANAGER agree to be bound by the terms and conditions of the AGREEMENT, along with the additional conditions specified in Exhibit A attached hereto and made apart hereof. This AGREEMENT with the attached Exhibit A contains the complete agreement of the parties, and supersedes any prior written instrument or oral agreement between the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

CLIENT	MANAGER
<div>_____</div> <div>CLIENT NAME</div> <div>_____</div> <div>Name of Company</div>	<div>SMG</div>
<div>_____</div> <div>Signature of Authorized Officer</div>	By <div>_____</div>
<div>_____</div> <div>Printed Name of Authorized Officer</div>	<div>General Manager</div>
<div>_____</div> <div>Telephone Number</div>	

This AGREEMENT is null and void unless **two (2) originals** are signed and returned with the deposit on or before **DATE**.

EXHIBIT A

FACILITY’S *primary tenant* has exclusive sponsorship rights at the FACILITY. Below is a list of the exclusive sponsors in effect as of the date of this AGREEMENT:

Category	Company
Banking / Financial Services	Whitney Bank
Casino	Beau Rivage
Energy	Entergy
Health / Life Insurance	Peoples Health / Blue Cross Blue Shield
Hospital	Ochsner
Isotonic	Gatorade
Jeweler	Friend & Company
Luxury Automobile	Mercedes-Benz
Oil and Gas	Chevron
Newspaper	The Advocate
Non-Alcoholic Smoothies	Smoothie King
Pizza	Papa John’s
Property/Casualty Insurance	State Farm
Soft Drink	Pepsi
Sportswear Apparel	Adidas
Supermarket	Rouses
Telecommunications	COX
Ticketing	Ticketmaster
Waste Removal / Recycling	Richard’s Disposal
Water	Evamor

NOTE: The above sponsor category exclusives are subject to change at any time. CLIENT is required to abide by the exclusives contracted by the *primary tenant* during CLIENT’S Event regardless of the date this AGREEMENT for said Event was executed.